



Comptroller General
of the United States

Washington, D.C. 20548

152 414

10998

Decision

Matter of: SVS, Inc.
File: B-258028
Date: August 11, 1994

DECISION

SVS, Inc. protests the award of a contract to General Atomics under Department of the Air Force request for proposals (RFP) No. F08635-94-R-0016, for the performing of an unspecified study.

We dismiss the protest.

SVS protests on three grounds. First, it maintains that, if the approach proposed by the awardee in its technical proposal is similar or identical to the approach the firm used in preparing a study under a prior contract, "it will fail to meet technical requirements" set forth in the RFP.

Our Bid Protest Regulations require that a protest include a detailed statement of the legal and factual grounds of a protest, 4 C.F.R. § 21.1(c)(4) (1994), and that the grounds stated be legally sufficient. 4 C.F.R. § 21.1(e). These requirements contemplate that protesters will provide, at a minimum, either allegations or evidence sufficient, if uncontroverted, to establish the likelihood that the protester will prevail in its claim of improper agency action. Robert Wall Edge--Request for Recon., B-234469.2, Mar. 30, 1989, 89-1 CPD ¶ 335. SVS' first allegation does not meet this standard. While SVS generally asserts that the awardee's approach (assuming the same approach was proposed as under the prior contract) will not meet the RFP's technical requirements, it does not specify which requirements allegedly will not be met, or why the awardee's approach will not meet them. SVS states that its position regarding the awardee's approach is based on "assessments performed by internationally recognized experts," but does not indicate what these "experts'" assessment was, or on what it was based. Under these circumstances, it is impossible to determine the likelihood that the protester will prevail on this argument; the protest ground thus is not legally sufficient and is dismissed.

SVS also argues--again assuming that the awardee will use the approach from its prior contract--that the awardee will

be "unable to meet technical requirements within the allocated funding" for the project. This assertion fails for the same reason as its first argument--SVS does not specify the factual basis for its assertion. Moreover, this argument appears to concern the agency's determination that the awardee in fact is capable of performing the contract in accordance with the RFP. Where, as here, there is no showing of possible fraud or bad faith, or that definitive responsibility criteria have been misapplied, we will not review a challenge to an agency's affirmative determination of a firm's responsibility. King-Fisher Co., B-236687.2, Feb. 12, 1990, 90-1 CPD ¶ 177.

Finally, SVS claims the agency determined in advance that it would make award to General Atomics, and "used other contractors, such as SVS, to artificially drive down the General Atomics cost." However, there is nothing in SVS' submission even suggesting that the agency made the award other than in accordance with the solicitation and procurement laws and regulations and, again, SVS does not explain the basis for its unsupported statement. While the competition conducted by the agency may well have led the awardee to offer a lower price, this is one of the purposes of a competitive procurement; it in no way evidences any impropriety on the agency's part.

The protest is dismissed.



John M. Melody
Assistant General Counsel